

and above the five and one-half percent (5½%) increase in the index. Any adjustment due under the above formula shall be effective July 1, 1981.

- (3) Additional inflation protection adjustments to the basic straight-time wage rates shall become effective July 1, 1983 and July 1, 1984 in accordance with the following schedule. Such adjustments shall be based on the overall rate of inflation as measured by the increase, if any, in the CPI-W All Cities Index as reported by the Bureau of Labor Statistics during the periods April 1982 - April 1983 and April 1983 - April 1984.

	<u>CPI-W All Cities Index</u>		
	5%- 8%	8.01%- 10%	10.01% and Over
Bracket IAA	25¢	30¢	35¢
Bracket IA	25¢	30¢	35¢
Bracket IB	25¢	30¢	35¢
Bracket I	25¢	30¢	35¢
Bracket IIA	20¢	25¢	30¢
Bracket II	20¢	25¢	30¢
Bracket IIIA	15¢	20¢	25¢
Bracket III	15¢	20¢	25¢
Bracket IV	10¢	15¢	20¢
Bracket V	10¢	15¢	20¢

**a. Beginner's Rate.**

Any employee hired on or after July 1, 2000, and performing work at Bracket IV or Bracket V shall receive a rate of \$2.00 less per hour than the rate of pay of the bracket of work performed for the employee's first one hundred twenty (120) working days of continuous employment without a break of service. Employees eligible to receive holiday pay will have such paid holidays credited toward such one hundred twenty (120) working days of continuous employment.

The above bracket rates shall be paid for work described by the job titles and job descriptions appearing in the Appendix A Job Classification Manual in accordance with

\* The Cost of Living and Inflation Protection Adjustments provisions as set forth in Appendix A.1. (1), (2) and (3) of the Collective Bargaining Agreement shall be inoperative for the life of the current labor Agreement.

the ranking of jobs therein. The foregoing provision shall not apply to employees hired into all Bracket III and above classifications.

**2. Procedures and Rules Governing Classification of New Jobs and Jobs Not Originally Classified in the Job Classification Manual.**

- a. The following procedure shall govern in determining Bracket classifications, but in no event shall any new Brackets be created.

(1) The company shall establish the Bracket classification for all new jobs or for jobs not originally classified and shall supply the local union with a job description, job title and the Bracket classification applied.

(2) If the local union disagrees with the job description, job title or Bracket classification, the basis of disagreement shall be submitted to the company in writing within ten (10) days from mailing of company's notice. If no such submission is made by the local union, the job description, job title and Bracket classification shall be submitted to the permanent Job Classification Committee for approval and incorporation into Appendix A by the Teamsters Cannery Council and California Processors, Inc. In the event that the Joint Job Classification Committee does not reach an agreement, this section is subject to the grievance procedure of the Collective Bargaining Agreement.

(3) A copy of any new job description will be submitted by the company to CPI, and by the local union to Teamsters Cannery Council, for the purpose of incorporation into Appendix A by the Teamsters Cannery Council and CPI upon the recommendation of the permanent Job Classification Committee.

- b. Where content of a job originally classified in this Agreement has not been changed in any substantial particular, no requests for review shall be recognized by the Arbitration Board.

- c. During processing season, all maintenance personnel responsible for supervising Bracket IB maintenance employees on that shift will be paid Bracket IAA, and such pay shall be considered in the calculation of annual assignment.

## APPENDIX B PREFACE TO THE FRINGE BENEFIT APPENDICES

### 1. Fourteen Hundred (1400) Hour Employees.

- a. Seniority employees who have worked in the plant at least fourteen hundred (1400) combined straight and overtime hours during the preceding calendar year, or during their twelve (12) month anniversary period, including all hours for which payment is required under the contract and also including those hours employees would have otherwise worked had they not lost time because of an industrial injury or industrial illness, are eligible for the benefits listed below.
- b. An employee shall become eligible immediately upon attaining fourteen hundred (1400) hours within that individual's anniversary or calendar year. An employee's eligibility date for such benefits will be the first day of the calendar month in which the employee attains fourteen hundred (1400) hours, if no later than the 15th day of the month; otherwise, it will be the first day of the following calendar month.
- c. Protection of Eligibility for Fourteen Hundred (1400) Hour Benefits. Employees eligible for fourteen hundred (1400) hour benefits will have their future eligibility protected for the same number of consecutive fourteen hundred (1400) hour benefit years up to a maximum of ten (10) years.
  - (1) Welfare Plan as described in Appendix "C" 1.
  - (2) Dental Plan as described in Appendix "C" 1.
  - (3) Drug Plan as described in Appendix "C" 1.
  - (4) Vision Plan as described in Appendix "C" 1.
  - (5) Life Insurance Program as described in Appendix "C" 4.

- (6) Pension Plan (if qualified in the Pension Plan) as described in Appendix "D" 1.
- (7) Jury Duty as described in Appendix "E".
- (8) Sick Leave Plan as described in Appendix "F".
- (9) Death-in-Family as described in Appendix "H".
- (10) Medical Examination Plan as described in Appendix "C".
- (11) Sabbatical Leave Plan as described in Appendix "K".
- (12) Holidays as described in Section VII.
- (13) Vacations as described in Section VIII.

### 2. Non-Fourteen Hundred (Non-1400) Hour Employees.

- a. Employees acquire eligibility for non-fourteen hundred (non-1400) hour benefits twelve (12) months from the date they acquired seniority. Employees who complete their 30th day of work on or after July 1, 1973 will have their years of seniority standing based on a twelve (12) month period after the date of the completion of thirty (30) days of employment. For instance, an employee achieves seniority by working the 30th day on August 15, 1973. That employee's standing for eligibility for non-fourteen hundred (non-1400) hour fringe benefits will be based on the twelve (12) month period from August 15 of each year. If seniority is retained as of August 15, 1974, there will be eligibility for this employee for one year seniority standing benefits, on August 15, 1975 for two (2) year benefits, and on August 15, 1976 for three (3) year benefits.

The beginning date for the welfare payments, either by the employer or from the employee, for an employee earning his initial eligibility shall be the first of the month during which he completes his twelve (12) month anniversary period between the first and fifteenth of said month. Otherwise, the beginning date of eligibility will be the first of the following month.

- b. Protection of fringe benefits for non-fourteen hundred (non-1400) hour employees shall be as described in Section IX. N.
- 3. **Non-Fourteen Hundred (Non-1400) Hour Employees— Three or More Years Seniority.**  
Employees who have three (3) or more years of seniority standing who are employed seasonally with less than fourteen hundred (1400) hours are basically eligible for:
  - a. Welfare Plan as described in Appendix "C" 3.
  - b. Dental Plan as described in Appendix "C" 3.
  - c. Drug Plan as described in Appendix "C" 3.
  - d. Vision Plan as described in Appendix "C" 3.
  - e. Life Insurance Plan as described in Appendix "C" 4.
  - f. Pension Plan (if qualified in the Pension Plan) as described in Appendix "D."
  - g. Jury Duty as described in Appendix "E."
  - h. Death-in-Family as described in Appendix "H."
  - i. Medical Examination Plan as described in Appendix "C."
  - j. Holidays as described in Section VII.
- 4. **Non-Fourteen Hundred (Non-1400) Hour Employees— Two or More Years Seniority.**  
Employees who have two (2) years of seniority standing who are employed seasonally with less than fourteen hundred (1400) hours are basically eligible for:
  - a. Life Insurance Program as described in Appendix "C" 4.
  - b. Pension Plan (if qualified in the Pension Plan) as described in Appendix "D."
  - c. Jury Duty as described in Appendix "E."
  - d. Death-in-Family as described in Appendix "H."
  - e. Medical Examination Plan as described in Appendix "C."
  - f. Holidays as described in Section VII.
- 5. **Non-Fourteen Hundred (Non-1400) Hour Employees— One Year or More Seniority.**  
Employees who have one (1) year of seniority standing

who are employed seasonally with less than fourteen hundred (1400) hours are basically eligible for:

- a. Life Insurance Program as described in Appendix "C" 4.
- b. Pension Plan (if qualified in the Pension Plan) as described in Appendix "D."
- c. Jury Duty as described in Appendix "E."
- d. Medical Examination Plan as described in Appendix "C" effective July 1, 1974.
- e. Holidays. (See Section VII for eligibility.)
- 6. **Employees Who Have Completed Thirty Calendar Days.**  
Employees who have completed thirty (30) calendar days of employment are eligible for:
  - a. Life Insurance Program as described in Appendix "C" 4.
  - b. Pension Plan Contributions (contributions based upon the first hour worked).

#### APPENDIX C WELFARE PLANS

- 1. **Joint Benefit Trust—Benefits, Contributions and Reserve Levels.**
  - a. The welfare, dental, drug, vision and medical examination plans described in this Appendix C shall be administered by the Board of Trustees on the Joint Benefit Trust composed of an equal number of representatives designated by the Union and the Employer. The duties and power of the Board of Trustees shall be set forth in the Trust Agreement between the Union and the Employer establishing the Joint Benefit Trust. The amount of contributions is determined by the Board of Trustees of the Joint Benefit Trust under the provisions of the Collective Bargaining Agreement; provided that effective July 1, 2000, the contribution rates for the period July 1, 2000 through June 30, 2003 shall be determined by the Employer and the consultant to the Joint Benefit Trust no later than the July 2000 Joint Benefit Trust meeting, provided further, that if at any time the

Board of Trustees determines that the reserves of the Joint Benefit Trust will fall below Thirteen Million Dollars (\$13,000,000) within three (3) months, the Board of Trustees shall increase the rates by an amount sufficient to maintain the reserves at the \$13,000,000 level. The Board of Trustees, in their sole and absolute discretion, shall have the sole authority to admit new groups to coverage under the plans it administers on such terms and conditions, including different schedules of benefits and contribution rates, as it determines are appropriate in the circumstances.

- b. The schedule of benefits for each Plan described in this Appendix C is in booklet form and is available from either the company or the local union.

2. **Health and Welfare, Dental, Drug and Vision Plans for Fourteen Hundred (1400) Hour Employees.**

- a. Welfare Plans Provided for Employees and Their Eligible Dependents:

- (1) Health and Welfare Plan.

If employees or dependents receive any treatment or service which is compensated or furnished by any other group or group-type hospital, governmental program, and/or surgical program, the total amount of benefits paid by this program or any other program shall not exceed 100% of the charges for such treatment or service.

- (2) Dental Plan by Health Services Benefit Administrators, Inc. and/or an administrator selected by the Trustees.

- (3) Drug Plan by Health Services Benefit Administrators, Inc. and/or an administrator selected by the Trustees.

- (4) Vision Plan by Vision Service Plan and/or a provider selected by the Trustees.

- b. Eligibility for all plans:

- (1) A covered employee is one who on the first of any calendar month is an eligible employee who has worked for the company eighty (80) hours or more during the preceding calendar month. Notwithstanding this requirement, an otherwise

eligible fourteen hundred (1400) hour seniority employee who fails to work the eighty (80) hours due to layoff for lack of work will be considered a covered employee and will have the contribution made by the company for a period of one (1) year dating from the date of the employee's layoff. Thereafter, an employee may continue health and welfare coverage by making self-contributions for a period of up to twenty-four (24) consecutive months or to the end of layoff, whichever is shorter.

This provision shall not apply when the employee is directly covered by a plan provided by another employer.

If an employee quits or is terminated for any reason during a month, even if eighty (80) hours have been worked, no contribution is required for the following month nor will coverage be granted.

- (2) An employee hired within six (6) months after termination from either the same company or another canner covered by the Welfare Plans for fourteen hundred (1400) hour employees who was previously eligible and who is assigned to non-seasonal work shall have contributions made on the employee's behalf beginning after the normal trial period of thirty (30) calendar days retroactive to the date of employment.
- (3) For the purpose of determining initial eligibility, all hours for which payment is required under the contract count as time worked.
- (4) After an employee has first become eligible, eligibility for each future year shall be determined on the calendar year basis provided, however, that the employee shall not lose eligibility during periods covered by approved leaves of absence.
- (5) If an eligible employee has taken a leave of absence and returns to work, company payments on the employee's behalf shall be restored as of the first day of the month next following the month in which the employee works eighty (80) hours or more.

- (6) An eligible employee who takes a leave of absence may make the required health and welfare contributions on the employee's own behalf by making payments in person to the company office prior to the sixth (6th) day of the month for which the payment is due. Such payment cannot be made more than one month in advance on a consecutive monthly basis, nor exceed a total of twenty-four (24) months. If an employee exercises his option to make his own contributions, he shall make payments for the health and welfare coverage and also the Dental, Drug and Vision at a package rate.

In the case of a personal illness the company shall continue to make payments on the employee's behalf until the employee returns to work, or for a period of one (1) year after the disability began, whichever is shorter. Thereafter, an employee may continue health and welfare coverage by making self-contributions for a period of up to twenty-four (24) consecutive months or to the end of the disability, whichever is shorter.

- (7) If an eligible employee suffers an injury on the job or suffers an illness growing directly out of an injury on the job, the company shall continue to make payments on the employee's behalf until the date on which the Workers' Compensation weekly benefits cease or for one (1) year after the injury occurred, whichever period is the shorter. Thereafter, an employee may continue health and welfare coverage by making self-contributions for a period of up to twenty-four (24) consecutive months or to the date Workers' Compensation weekly benefits cease, whichever period is shorter.
- (8) Employees who are permanently laid off as a result of a plant closure as defined in Appendix L, shall be eligible to make self-contributions for their continued health and welfare coverage under these Plans for a period not to exceed twelve (12) months after their termination date. Such self-contributions must be continuous with

either the Company's or the employee's last contribution without any lapse in coverage.

- (9) By agreement of the parties to this contract, the above eligibility rules appearing as Article IV of the Trust Agreement shall be considered part of this Appendix C and thereby subject to the arbitration machinery of this contract.

- (10) The Company guarantees to maintain all schedules of health and welfare, drug, dental and vision benefits for the duration of the Agreement.

### 3. Health and Welfare Plan for Retired Fourteen Hundred (1400) Hour Employees.

- a. A Health and Welfare program with contributions made by the company will be provided for any employee (and spouse) who retires on or after January 1, 1962. This program shall be made available for employees (and spouses) who retire and receive a pension under the Western Conference of Teamsters Pension Plan or an alternate company plan.

Retired employees must have their contribution paid even though their spouse may be an eligible fourteen hundred (1400) hour employee.

- b. If employees or dependents receive any treatment or service which is compensated or furnished by any other group or group-type hospital, governmental program, and/or surgical program, the total amount of benefits paid by this program or any other program shall not exceed 100% of the charges for such treatment or service. Each company individually will make provision to guarantee the future payment of health and welfare contributions for eligible employees who retired after January 1, 1962, or who retire hereafter.
- c. If such individual company provision is not made, the Trustees shall take all necessary steps to obtain such contributions. In the event such efforts to obtain contributions are not successful, all the individual companies involved shall assume such contribution obligations in the following manner:

- (1) The unpaid contribution obligation will be borne equally by all the individual companies involved.
- (2) Such companies shall be billed annually in advance for their share of the obligation.

The schedule of health and welfare benefits shall be guaranteed by the company for the life of the Agreement.

- d. The Health and Welfare Plan for Retired Fourteen Hundred (1400) Hour Employees shall include the following options, the availability of which depends on whether the employee retired before or after July 1, 1994:

- (1) Basic Option for Participants Not Eligible for Medicare which provides certain basic benefits.
- (2) Basic Option for Participants Eligible for Medicare which provides certain basic benefits including semiannual reimbursement of Part B Medicare premiums.
- (3) Individual Health Care Account which provides an annual benefit of \$439.20 (reduced proportionately if eligible less than twelve (12) months) for certain eligible health care expenses, which expenses exclude reimbursement of Part B Medicare premiums.
- (4) HMO option which provides coverage and benefits under one or more HMOs the cost of which (including both premiums and the cost to the Joint Benefit Trust of administering the program) equals the sum of (a) the employer's contribution on behalf of the retired employee and his/her dependents, if any, under 3.e., (b) the portion of the premium covered by the employer's contribution for active 1400 Hour Employees under 3.e., and (c) the portion of the premium paid by the retired employee under 3.e. The HMO Option in effect under this paragraph (4) prior to July 1, 2000 shall continue in effect until the new HMO Option becomes effective (which shall be no later than January 1, 2001).
- (5) Major Medical Option which provides major medical benefits to cover medical and prescrip-

tion drug costs, the cost of which (including the cost to the Joint Benefit Trust of administering the program) equals the sum of (a) the employer's contribution on behalf of the retiree and his/her dependent, if any, under 3.a., (b) the portion of the premium covered by the employer's contribution under 3.e., and (c) the portion of the premium paid by the retired employee under 3.e. Effective January 1, 2001, the Major Medical Option shall no longer provide reimbursement of Part B Medicare premiums and the premiums paid by the retired employees who elect that option shall be reduced to reflect the elimination of that benefit.

- (6) The Board of Trustees of the Joint Benefit Trust shall have full authority and discretion to modify the benefits provided under options d. (4) and (5) and the premium paid by the retired employee to participate in either of those options and to eliminate either one, but not both, of those options if in their judgment it is no longer in the best interests of the Trust to continue such option. The HMO Option may, but need not, include a provision for covering prescription drug costs either through the HMO or through an indemnity program administered by the Trust. The Board from time to time may set eligibility rules limiting participation in the HMO Option, or enrollment in a particular HMO to conform to the eligibility rules set from time to time by the various HMOs offered through the HMO option.

- e. Contributions and premiums for the Health and Welfare Plan for Retired Fourteen Hundred (1400) Hour Employees will be determined as follows:

- (1) As to options d. (1) - (3) the companies shall contribute at a rate sufficient to cover the cost of the benefits provided.
- (2) As to option d. (4) - (5), the companies shall make an additional monthly contribution per active Fourteen-Hundred (1400) Hour Employee

- of \$23.56\* effective July 1, 2000 plus the amount the company would have paid had the retired employee and dependents, if any, enrolled in options (1) through (3). The portion of the premium paid by the retired employee to participate in either option (4) or (5) shall be the amount, as determined from time to time by the Board of Trustees, necessary to cover the projected cost of the program of benefits under those options after taking into account the projected amount of employer contributions payable under this paragraph (2) on behalf of active Fourteen-Hundred (1400) Hour Employees, less the amount the company is required to pay on behalf of the retired employee and dependents, if any, under this paragraph (2). The portion of the premium paid by a retired employee shall be adjusted to take into account the difference in cost, if any, of the benefits provided under the particular option the retired employee elects, including whether the retired employee elects retiree only or family coverage.
- (3) The company's obligation to make the per-retired employee contribution specified in paragraph (1), or the in lieu of per-retired employee contribution specified in paragraph (2), ends with the retired employee's death. (The per-active Fourteen-Hundred (1400) Hour Employee contribution specified in paragraph (2) is not affected by the death of a particular retired employee.) As set forth in the Plan booklets, under certain circumstances, dependents may continue coverage by making self-payments.
- f. Effective July 1, 1994, the options available to retirees are set forth below:

\* The specified monthly employer contribution to the Retired Employees Plan per active 1400 Hour Employee shall be fixed for the term of the new contract and was calculated by dividing the revised projected "annual major med subsidy" of \$1,203,000 for the period 7/1/2000 - 6/30/2001 by 51,060 (4255\*12) which is the projected number of 1400 Hour Employee contribution months for the period July 1, 2000 through June 30, 2001 used by Mercer to make its cost projects as reported in the "Cost Projections and Contribution Scenarios" provided to the bargaining parties. The monthly employer contribution to the Health and Welfare, Dental, Drug and Vision Plans for 1400 Hour Employees otherwise payable shall be reduced by a corresponding amount.

- (1) Until the retiree is eligible for Medicare, the retiree is only eligible for coverage under options 1, 4, or 5 described in 3.d. above.
- (2) When the Retiree is first eligible for Medicare:
  - (a) both the retired employee and dependents are only eligible for coverage under options 3, 4 or 5, if the employee retired on or after July 1, 1994,
  - (b) the retiree is only eligible for coverage under options 3, 4 or 5 if the retiree is first eligible for Medicare on or after July 1, 1994,
  - (c) the retiree is eligible for options 2, 3, 4 or 5 provided:
    - (i) the employee retired prior to July 1, 1994,
    - (ii) the retiree was covered by Medicare prior to July 1, 1994, and
    - (iii) the retiree applied for the Part B Medicare premium reimbursement benefit prior to January 31, 1995.

The rights of retired employees and dependents to switch options or to make separate elections is limited as set forth in the Plan booklets.

**4. Health and Welfare, Dental, Drug and Vision Plans for Employees With Three or More Years' Non-Fourteen Hundred (Non-1400) Hour Seniority.**

- a. Health and Welfare, Dental, Drug and Vision programs covering employees and their dependent children will be provided for those employees with three or more years' seniority standing. The Vision Plan will be provided for employees only. The seniority listing will constitute basic eligibility and the contribution for the employee and the employee's dependent children will be paid under this program by the company for each month following a month in which the basically eligible employee worked eighty (80) or more hours.

In the employee's first month of eligibility, the employee has the option of making self-contributions if the employee failed to work eighty (80) hours. If the employee does not make self-contributions

tions for the first month of eligibility or if the employee skips a month, no additional self-contribution can be made until eighty (80) hours in a month have been worked.

All non-fourteen hundred (non-1400) hour employees eligible for the non-fourteen hundred (non-1400) hour plan must have their contributions paid even though their spouse may be an eligible fourteen hundred (1400) hour employee.

If an employee quits or is terminated for any reason during a month, even if eighty (80) hours have been worked, no contribution is required for the following month nor will coverage be granted.

- b. Eligible employees who were either in a bridging status or eligible for bridging on July 1, 1985 and who are laid off due to lack of work shall have their health and welfare contributions paid for by the company (employee coverage only) for a period not to exceed eleven (11) months from the date of layoff to provide employee coverage during the layoff period, provided the company has made at least one (1) contribution payment as a result of the employee working eighty (80) hours. In the event the employee is not returned from layoff following the expiration of said eleven (11) months, the employee may elect to pay the health and welfare contributions for the employee's own coverage at the applicable rate for a period not to exceed twenty-four (24) additional months. Thereafter, the employee must requalify for bridging and self-payments by being recalled to work from layoff or returning from personal leave by having the company pay the contribution for at least one (1) month as required under the plan. All non-fourteen hundred (non-1400) hour employees who were not either in a bridging status or not bridged as of July 1, 1985 will not qualify for bridging.
- c. There is no bridging of benefits for the eligible employee in the event of layoff for the dental and drug programs. However, the employee shall have the right to make self-contributions for the employee's drug and dental plans and dependent children's health and welfare, drug and dental plans' coverage

during the eleven (11) month bridging period if the employee elects to do so within the first thirty-one (31) days of employment and may continue such coverage during the subsequent twenty-four (24) month period if the employee elects to be covered. The intent of this paragraph is to prohibit selectivity against the plans. If the employee does not pay for the employee's dependent coverage during the eleven (11) month bridging period, the employee cannot pay for dependent children coverage for the twenty-four (24) month additional period.

- d. When eligible employees are ill, have an industrial injury or take a personal leave of absence during the working season and, thereby, fail to work eighty (80) hours in a month, the company is not responsible for contributions for the employee or the employee's dependent children. However, employees may make their own contributions up to eleven (11) months providing that either the company or the employee made a contribution for the month preceding the illness, industrial injury or personal leave of absence. The eleven (11) month period begins with the first day of the month following the month for which the employer would have been required to make a contribution under paragraphs a. or b. or for which the employee had the right to make a contribution under paragraph c. had the illness, industrial injury or personal leave of absence not occurred. After the eleven (11) month period expires, the employee has no further self-pay rights under this paragraph until a contribution is required from the company because of hours worked.
- e. Employees who are permanently laid off as a result of a plant closure as defined in Appendix L, shall be eligible to make self-contributions for their continued health and welfare coverage under these Plans for a period not to exceed twelve (12) months after their termination date. Such self-contributions must be continuous with either the company's or the employee's last contribution without any lapse in coverage. Employees can make self-contributions for their own coverage or for the coverage they elected in accord with paragraph b. above. If said



election has not been made at the time of the plant closure, the previous years' election shall apply.

- f. The health and welfare plan, dental plan and drug plan are provided through Health Services Benefit Administrators, Inc. and/or an administrator selected by the Trustees. The vision plan is provided through Vision Service Plan and/or a provider selected by the Trustees.
- g. The Company guarantees to maintain all schedules of health and welfare, drug, dental and vision benefits for the duration of the Agreement.

**5. Medical Examination Plan**

- a. Employees with one (1) or more years of seniority become eligible for the Medical Examination Plan and Follow-up Program.
- b. The purpose of the Plan is to provide the employees with complete periodic physical examinations by a professional medical staff for the purpose of detecting and diagnosing diseases and health disorders.
- c. Examinations shall take place at the employees' job sites. For purposes of administering the examinations, movable vans appropriately designated and equipped for administering complete medical examinations shall be utilized. The vans shall be used to transport the necessary staff and equipment to the job site and shall serve as a place in which to conduct examinations.
- d. Examinations shall be administered by a professional medical staff.
- e. The examinations shall be given during the regular work hours of the employee where operating requirements permit, provided the employees shall not suffer a reduction of pay for reason of taking the physical examinations. All eligible employees who obtain medical examinations at times other than their individual working hours shall receive \$3.00 paid by the company provided they take the medical examination.
- f. Provided that facilities are available and the schedule permits, employees of companies not members of California Processors, Inc., shall be

permitted to obtain a medical examination; and the independent company or trust shall be charged on a reasonable basis.

- g. In the event scheduling problems arise between the companies, the administrator and local unions, a joint committee composed of the Joint Benefit Trust Trustees shall resolve such issues. Unresolved issues shall be subject to arbitration.

**6. Life Insurance Plan No. 1104LD.**

**a. Initial Eligibility for Plan.**

All employees who have completed thirty (30) days of employment (employment status for thirty (30) calendar days not seniority as such) shall be eligible for the Plan. The Plan shall provide a benefit of \$5,000 for 1400 Hour employees and \$1,500 for non-1400 Hour employees.

Employees shall become initially eligible for the Plan if they satisfy any one of the following conditions:

- (1) They are hired at a particular plant in accord with Section X, Hiring Practices, and have had previous satisfactory employment at that plant.
- (2) They are hired at a particular plant in accord with Section X, Hiring Practices, and have had previous experience at other plants in the Northern California Canning Industry.
- (3) They are hired at a particular plant and have completed thirty (30) calendar days of employment (employment status for thirty (30) calendar days, not seniority as such).

Employees are covered for the life insurance on the day thirty (30) calendar days of employment are completed. If an employee completes thirty (30) calendar days on or prior to the fifteenth of any month, a premium payment for that month is required by the company. However, if an employee completes thirty (30) calendar days of employment after the fifteenth of a month, no contribution is required for that month even though the employee is covered by the life insurance plan.

b. Continuing Eligibility for Plan.

After an employee establishes initial eligibility as defined above, coverage and company contributions in subsequent months shall require the employee working at least one (1) day in each month for coverage in that month.

c. Waiver of Contribution.

Except when an employee is permanently disabled, there is no waiver of contribution under the Plan. When eligible fourteen hundred (1400) hour, non-fourteen hundred (non-1400) hour, or non-seniority employees are ill, have an industrial injury or take an approved leave of absence and thereby fail to work one (1) day in a month, no contribution is required by the company. However, employees can make their own contribution in accord with the following rules regarding self-contributions.

d. Self-Contributions.

Employees are not eligible for contributions by the company if they do not work one (1) day in a month. Therefore, employees interested in protecting their paid up portion of the policy must make their own contributions when they are not working.

(1) When fourteen hundred (1400) hour employees fail to work one (1) day in a month they must make provision to pay the contribution for that month in order to continue their insurance in force. Vacation and sabbatical leave shall count as time worked and the contribution shall be paid by the company during those periods of leave.

(2) Non-fourteen hundred (non-1400) hour employees and non-seniority employees eligible for the plan can make provision to pay the contributions during non-working months in accord with the following procedure:

(a) At the beginning of the season employees must be notified they have an option to elect to continue coverage under the \$1,500 Life Insurance Plan during any subsequent period in which contributions are not required to be made, such as layoff.

(b) If employees elect to have the life insurance

plan continued during any such period, the employees should authorize that appropriate contributions be withheld during the season.

(c) The maximum period in which employees can pre-pay their insurance is twenty-four (24) months. Thereafter, employees must requalify for the Plan by being recalled to work and having the company pay the contribution for at least one (1) month.

## APPENDIX D PENSION PLANS

### 1. General Background.

Pension benefits are provided for covered employees under both the Western Conference of Teamsters Pension Trust Fund (WCT Trust Fund) and the Western States Food Processing Industry Employees Pension Plan (Food Processing Plan).

#### a. WCT Trust Fund.

Pension benefits provided under the WCT Trust Fund in accordance with the Western Conference of Teamsters Pension Plan (WCT Plan) are based on company contributions on an hourly basis in the amount and under the terms set forth in Sections 2., 3. and 4. (below) for each classification of employees.

#### b. Food Processing Plan.

Prior to January 1, 1998, benefits in addition to those provided under the WCT Trust Fund were provided under the Food Processing Plan, beginning on (1) July 1, 1973 for Non-Fourteen Hundred (non-1400) Hour Employees, (2) July 1, 1976 for employees who achieved fourteen hundred (1400) hour status on or after July 1, 1976, and (3) July 1, 1979 for employees who achieved fourteen hundred (1400) hour status before July 1, 1976.

Prior to the Agreement effective July 1, 1985, benefit amounts for each classification of employees were negotiated by the parties and set forth in each Agreement and applicable pension plan. The pension benefit levels so established were funded by employer contributions for the duration of the Agreements.

Under the Agreement effective July 1, 1985, the plan was converted to a "percentage of contributions" pension plan, effective January 1, 1986. Under the 1986 revised Food Processing Plan, contributions were negotiated for the term of the Agreement and benefits were set by the Trustees of the Plan and modified from time to time, according to the financial experience of the Plan, subject to rules established under a Funding Policy set forth in the Trust Agreement that governs the plan's operations.

Effective January 1, 1998, the Food Processing Plan was amended to freeze benefit accruals for all classifications of employees (whether or not covered by this Agreement), subject to the continuation of temporary "fill in accruals" through June 30, 2000 for Non-1400 Hour Employees and 1400 Hour Employees who were on the payroll of the company on June 30, 1997. Effective July 1, 2000, the Food Processing Plan shall be amended to provide for continuation of these temporary "fill in accruals" through June 30, 2003 (or until the effective date of a merger of the Plan into the WCT Plan, if earlier) for Non-1400 Hour Employees and 1400 Hour Employees who were on the payroll of the company on June 30, 1997. Such continuation shall be on the same terms and conditions as governed such "fill in accruals" under the Agreement as in effect on June 30, 2000.

Benefits shall no longer be set by the Trustees except as required by law or to maintain the tax-qualified status of the Plan and the Funding Policy set forth in the Trust Agreement that governs the plan's operations shall be deleted and of no further force or effect.

Contributions and the terms of payment are set forth in Sections 2., 3. and 4. (below) for each classification of employees.

c. Merger of Food Processing Plan with WCT Plan.

The Employer and the Union shall seek, and together with the Trustees of the Food Processing Plan, are authorized to negotiate, a merger of that Plan into the

WCT Plan during the term of this Agreement, on such terms and conditions as they deem appropriate, subject to the following conditions and limitations:

- (1) The terms and conditions of any merger agreement shall meet all legal requirements under the Internal Revenue Code and ERISA, including, without limitation, all requirements regarding the protection of all accrued benefits earned under the Food Processing Plan to the effective date of the merger and all other benefit rights under the Food Processing Plan to the extent required under section 411(d)(6) of the Code.
- (2) Upon the effective date of any such merger, the company shall no longer be obligated to make contributions to the Food Processing Plan.
- (3) If as a condition to the merger, the company is required to make funding contributions to the WCT Trust Fund, then commencing as of the effective date of the merger, the company shall make such funding contributions at a rate that does not exceed the funding contribution rate that the company is required to pay to the Food Processing Plan as of June 30, 2000. The company's obligation to make funding contributions pursuant to the merger shall not extend beyond June 30, 2006.
- (4) Subject to the limitation in paragraph (6) below, upon the effective date of any such merger, the company shall increase its contributions to the WCT Plan to equal the following amounts (no change for 1400 Hour Employees):

	<u>Basic Contribution</u>		<u>PEER/80</u>	
	<u>Increase</u>	<u>New Rate</u>	<u>Increase</u>	<u>New Rate</u>
Non-1400 Hour Employees:	2.2¢	74.5¢	--	12¢
1400 Hour Employees:	--	\$1.192	--	20¢

- (5) Subject to the limitation in paragraph (6) below, effective January 1, 2003 (or upon the effective date of any such merger, if later), the company shall increase its contributions to the WCT Plan to equal the following amounts:

	<u>Basic Contribution</u>		<u>PEER/80</u>	
	<u>Increase</u>	<u>New Rate</u>	<u>Increase</u>	<u>New Rate</u>
Non-1400 Hour Employees:	13.7¢	88.2¢	3.0¢	15¢
1400 Hour Employees:	6.4¢	\$1.256	1.0¢	21¢

(6) In no event shall the total of the increase in contribution rates to the WCT Plan specified in paragraphs (3), (4) and (5) (above) for each classification of employees, when combined with the increase in the PEER contribution rate provided for effective July 1, 2000, under the terms set forth in Sections 2., 3. and 4. (below) for each classification of employees, exceed the funding contribution rate that the company was required to pay to the Food Processing Plan as of June 30, 2000. If the increase in total rates otherwise payable for any period under the provisions enumerated above would exceed this limit, then the rate increases specified in paragraphs (4) and (5) that are payable during such period shall be reduced to the extent necessary so that the total of the increase in the contribution rates to the WCT Plan does not exceed the limit.

(7) If required by the terms of any merger agreement, a weighted average contribution rate to the Food Processing Plan as of June 30, 2000 for all 1400 Hour Employees covered by this Agreement shall be used for the purposes of applying the limitations specified in paragraphs (3) and (6). Such rate is stipulated to be equal to 67.1¢ per hour.

## 2. Pension Benefits for Employees Who Achieved Fourteen Hundred (1400) Hour Status Prior to July 1, 1976.

- The company will contribute \$1.192 per hour for each covered employee to the WCT Trust Fund to provide benefits in accordance with the WCT Plan. In addition, the company will contribute an amount equal to 6.5% of the foregoing basic contribution (8¢) to provide for the Program for Enhanced Early Retirement (PEER/84). Effective July 1, 2000, the company will contribute an amount equal to 16.5% of the foregoing basic contribution (20¢) to provide for participation in the PEER/80 program

for the term of this Agreement. This PEER/80 contribution shall replace the previous PEER/84 contribution.

The contribution required to provide for PEER/84 and PEER/80 will not be taken into consideration for benefit accrual purposes under the WCT Plan.

The additional contribution for the PEER/80 must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time.

- The company will contribute 49.6¢ per hour to the Food Processing Plan, which will be used for funding purposes only and will not be used for benefit accrual purposes.
  - Contributions to both Plans shall be made for each and every hour worked or paid for on behalf of each employee.
- ## 3. Pension Benefits for Employees Who Achieve Fourteen Hundred (1400) Hours On or After July 1, 1976.

- For employees first classified as "fourteen hundred (1400) hour employees" on or after July 1, 1976, the company will contribute \$1.192 per hour for each covered employee to the WCT Trust Fund to provide benefits in accordance with the WCT Plan.

In addition, the company will contribute an amount equal to 6.5% of the foregoing basic contribution (8¢) to provide for the Program for Enhanced Early Retirement (PEER/84). Effective July 1, 2000, the company will contribute an amount equal to 16.5% of the foregoing basic contribution (20¢) to provide for participation in the PEER/80 program for the term of this Agreement. This PEER/80 contribution shall replace the previous PEER/84 contribution.

The contribution required to provide for PEER/84 and PEER/80 will not be taken into consideration for benefit accrual purposes under the WCT Plan.

The additional contribution required to provide for the PEER/80 must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time.

- The Company will contribute 69.7¢ per hour to the

Food Processing Plan, which will be used for funding purposes only and will not be used for benefit accrual purposes.

- c. Contributions to both Plans shall be made for each and every hour worked or paid for on behalf of each employee.
- d. Contributions for new fourteen hundred (1400) hour employees begin the day following the day the employee has qualified by working fourteen hundred (1400) hours, including holiday and vacation hours per Section VI.C.2.a. on an anniversary or calendar year basis, except that:

- (1) An employee hired within six (6) months after termination from another canner covered by the WCT Trust Fund who has previously qualified and who is assigned to non-seasonal work shall have contributions made on the employee's behalf beginning after the normal trial period (30 calendar days) retroactive to the date of employment.

- (2) An employee hired within six (6) months after termination from an employer covered by the WCT Trust Fund and who had previously qualified and who works fourteen hundred (1400) hours after the employee's date of employment shall have contributions made on the employee's behalf retroactive to the employee's starting date. Continuation of eligibility shall be based on the retention of fourteen hundred (1400) hour eligibility as provided in Section IX.N.

**4. Pension Benefits for Non-Fourteen Hundred (Non-1400) Hour Employees.**

- a. For employees classified as "non-fourteen hundred (non-1400) hour employees" the company will contribute 72.3¢ per hour for each covered employee to the WCT Trust Fund to provide benefits in accordance with the WCT Plan.

In addition, the company will contribute an amount equal to 6.5% of the foregoing basic contribution (5¢) to provide for the Program for Enhanced Early Retirement (PEER/84). Effective July 1, 2000, the

company will contribute an amount equal to 16.5% of the foregoing basic contribution (12¢) to provide for participation in the PEER/80 program for the term of this Agreement. This PEER/80 contribution shall replace the previous PEER/84 contribution.

The contribution required to provide for PEER/84 and PEER/80 will not be taken into consideration for benefit accrual purposes under the WCT Plan.

The additional contribution required to provide for PEER/80 must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time.

- b. The company will contribute 35.5¢ per hour to the Food Processing Plan, which will be used for funding purposes only and will not be used for benefit accrual purposes.
  - c. Contributions to both Plans shall be made for each and every hour worked or paid for on behalf of each employee.
  - d. Effective January 1, 1998, the company will make additional contributions to the WCT Trust Fund for employees classified as "non-fourteen hundred (non-1400) hour employees" in amounts necessary to comply with the WCT Trust Fund's Trustee Rules on Acceptance of Employer Contributions in the Food Processing Industry regarding permissible dual rate provisions, subject to all permissible limitations on such additional contributions.
5. If there are any conflicts between the provisions of this Appendix D and the provisions of the applicable pension plan and Trust Agreement, the provisions of the pension plan or Trust Agreement will apply.
6. When an employee retires and receives an initial pension check from the WCT Trust Fund or the Food Processing Plan, the company shall be immediately notified by the local union of the date the employee begins to receive such pension benefits.

## APPENDIX E JURY DUTY

Any employee with one (1) or more years of seniority standing, twelve (12) calendar months following attainment of seniority, called to jury duty or subpoenaed by the Court as witnesses to appear in court shall not lose any pay by reason of being called to qualify or serve as jurors or witnesses to appear in court. Such employees will not be required to report to work when called to perform such services. The company shall pay such employees the difference between their regular compensation and the payment made to them as jurors or witnesses.

## APPENDIX F SICK LEAVE PLAN

### 1. Eligibility.

Employees who have worked in the plant at least fourteen hundred (1400) combined straight and overtime hours, per Appendix B, Preface to the Fringe Benefit Appendices, during the preceding calendar year or anniversary year are eligible. Paid sick leave hours shall be credited towards the eligibility hours referred to above.

### 2. Waiting Period.

Except in cases of industrial disability or accident which necessitate absence from work, there shall be a waiting period of three (3) working days, including overtime days the employee would have worked on each disability before the benefits are payable. In the case of a relapse caused by the same illness or injury within two (2) weeks after an employee returns to work, no waiting period is required. If an employee is hospitalized at any time during the employee's three-day waiting period, the full waiting period is waived. Surgery performed on an out-patient basis in lieu of hospitalization, as determined by the Joint Benefit Trust Utilization Review Service, shall be considered hospitalization for the application of this paragraph.

### 3. Calculation of Benefits.

Disability pay will be calculated on the basis of straight-time hours (including the twenty-five cents (25¢) paid on straight-time Saturdays and night shift premium) the employee would have worked (based on each employee's annual assignment hourly rate), for each of the employee's scheduled straight-

time days of work lost due to the disability, less the waiting period. If an employee is assigned to a temporary job, due to an industrial injury and laid-off from the temporary job, the determination as to whether the employee would have worked will be based on whether the employee would or would not have been on layoff from the employee's regular assignment. If the employee is on layoff and is called back to work but is unable to return because of a disability, sick leave will start for the time the employee would have been at work, less the waiting period. If the employee, based on seniority and qualifications would have been on layoff, no disability pay is due during such layoff periods. The intent of this Section is to provide that an eligible employee will receive the designated sick pay for straight-time scheduled days of work for which the employee is not paid wages on account of the disability.

In no event shall there be a layoff for the purpose of avoiding the payments of sick benefits.

Sick leave payments by the company shall be made to the employee not later than the second payday after the company receives notification of the illness or injury.

### 4. Schedule of Benefits.

Completed Years of Service	Weeks' Benefits at Full Pay	Weeks' Benefits at Half Pay
1	1	4
2	2	7
3	3	10
4	4	13
5	5	16
6	6	19
7	7	22
8	8	25
9	9	28
10	10	32
11	11	31
12	12	30
13	13	29
14	14	28
15	15	27
16	16	26
17	17	25

18	18	24
19	19	23
20	20	22
21	21	21
22	22	20
23	23	19
24	24	18
25	25	17
26 or more	26	16

##### 5. Application of Benefit Schedule.

If an employee becomes disabled while on vacation or sabbatical leave, at the employee's request, such employee may have vacation or sabbatical leave interrupted and be placed on sick leave status on Monday of any week providing the employee notifies the company and substantiates the disability on Monday. Failing such Monday notification, the employee may be placed on sick leave Monday of the next week. The employee's unused vacation shall be granted on request on a later date.

The benefits under Workers' Compensation are separate from and in addition to the benefits provided for non-industrial cases. For example, the employee may exhaust the employee's benefit schedule while off work for a Workers' Compensation injury but after returning to work will still remain eligible to apply the schedule of benefits for a non-industrial disability. This also applies in reverse in the event the non-industrial disability occurs first and an industrial injury occurs after the employee returns to work.

##### 6. Integration with S.D.I. and Workers' Compensation.

Company-paid benefits will be fully integrated with S.D.I. and Workers' Compensation, and this will be accomplished in the following manner:

- a. **Full-week benefits**—during full-week benefits the company will supplement the weekly S.D.I. and Workers' Compensation payments for which the employee is eligible up to a maximum of 100% of the employee's normal net weekly straight-time earnings. The net weekly straight-time earnings will be based on the last straight-time week prior to the commencement of sick pay.

- b. In the event the weekly S.D.I. and/or Workers' Compensation payments become subject to taxation as income, the maximum net of the employee's normal straight-time earnings provided in 6.a. shall become 100%.

- c. **Half-week benefits**—during the half-week benefits the benefits due from the company shall be a maximum of one-half the employee's normal weekly straight-time earnings. Company payments, up to a maximum of one-half the employee's straight-time earnings, will supplement S.D.I. and Workers' Compensation payments by the full one-half of the employee's straight-time weekly earnings if the combined benefits would equal more than 100% of the employee's normal weekly straight-time earnings.

If the combination of half the employee's straight-time earnings for the week involved, plus the employee's weekly S.D.I. benefits, do not equal 100% of the employee's weekly straight-time earnings, the difference up to 100% will be paid from the employee's S.D.I. reserve account.

##### 7. Subsequent Employee Credits Resulting From the S.D.I. Integration.

All S.D.I. payments that have been used as a credit against the weekly benefits that the company is obligated to pay, will be set up by the company as a credit for the individual employee concerned and will be available to the employee, if disabled, in accordance with standard S.D.I. practices after the employee is no longer eligible to collect S.D.I. benefits during the disability period involved.

Any employee eligible for "Sick Leave Plan" benefits who retires on or after age 65 will be entitled to receive all S.D.I. payments remaining in the employee's reserve account that have been used as a credit by the company. Providing the employee meets the following conditions, weekly payments will be made in the same amount of money as was weekly credited to the reserve account:

- a. The employee is receiving payments under the Sick Leave Plan at the time of retirement.
- b. The employee remains continually incapacitated by the same illness and can satisfy the provisions of "Proof of

Claim" under the Sick Leave Plan in the same manner as an active member.

c. The employee is no longer eligible for S.D.I. payments.

**8. Renewal of Benefits.**

Whenever an employee has worked one hundred thirty (130) working days or more since the employee's last paid disability, including holiday, vacation and sabbatical leave, the full schedule of benefits is renewed automatically in accordance with the employee's service. The employee is always eligible for the scheduled amount of benefits, less accumulated periods of paid disability, during the one hundred thirty (130) work day period necessary for full renewal of benefits.

If an employee is on sick leave at the time the employee becomes ineligible to be continued on the sick leave roster, the employee shall be eligible for the remaining part of the existing benefit schedule as long as the employee remains continuously disabled with the same disability.

**9. Proof of Claim.**

If required by the company, a claim for disability payments shall be supported by a certificate from a licensed physician, surgeon, or chiropractor. When required, such certificate shall be supplied to the company by the employee. An employee will be eligible for sick leave pay as long as the employee qualifies for state disability benefits under the provisions of Assembly Bill #3082 relating to Alcoholic Recovery Programs. The company shall have the right at any time to make an investigation of each claim filed. Any dispute between the parties as to the validity of a claim shall be referred to the Arbitration Board.

**10. Notification Required.**

In case of illness or disability, notice shall be given to the person or persons designated by the company, provided such person or persons are available to receive such notice during specified hours. The waiting period for benefits shall commence on the date such notice is received by the company unless unusual circumstances beyond the control of the employee make it impossible for the employee to notify the company as provided above.

When requested by the local union, each company shall furnish, at reasonable intervals of time, statements listing the employees receiving sick pay and the amounts paid to each.

**11. Conditions Not Covered.**

Employees will not be entitled to disability pay under this Plan:

- a. If the sickness or injury is due to willful self-injury, intoxication, the use of narcotics or habit-forming drugs, or for illness or injury resulting from willful, illegal action.
- b. If the employee is injured while performing work for another employer unless such work is performed with the knowledge and written consent of the primary employer.
- c. If the employee's sickness or injury is the result of an act of war.
- d. The last three (3) working days of an employee's vacation shall count as waiting days if the employee is sick on those days and gives notice at the start of the sickness in accordance with "Notification Required" above and can submit evidence of sickness as provided under "Proof of Claim."

This shall not apply if the employee would have been on layoff status during the three (3) day period referred to above.

- e. If an employee receives a settlement or award covering wages lost, the company shall have the right to recover disability payments made by the company during such period or periods.

**APPENDIX G**

The substance of this Appendix was deleted in June of 1994.

**APPENDIX H**

**DEATH IN FAMILY**

**Death in the Family Benefit for Fourteen Hundred (1400) Hour Employees and Non-Fourteen Hundred (Non-1400) Hour Employees With Two or More Years of Seniority Standing.**

Upon request, three (3) straight-time days (five (5) such days for death outside the State of California) will be paid for by the company in the event of a death in the immediate family. An employee may request that Saturday and/or Sunday be considered as straight-time days for purposes of this Appendix, if such employee was scheduled to work on Saturday and/or Sunday. If



is the intention of this provision that persons who take such leave shall actually be attending the funeral of the member of the immediate family and/or have to attend pre- or post-burial matters. Upon request, proof of travel shall be furnished to the company for deaths out of state.

The amount of pay for each such day shall be determined by the work guarantee for fourteen hundred (1400) hour employees set forth in Section V.C.2.a. and b., and for non-fourteen hundred (non-1400) hour employees set forth in Section V.C.3.a.

"Immediate family" includes the following:

1. Spouse — includes legal wife or husband. Does **not** include ex-wife or ex-husband.
2. Child — also includes stepchild, legally adopted child or children of whom employee is legal guardian.
3. Parent — includes natural parents, step-parents or adoptive parents.
4. Brother — includes natural brother, stepbrother, adoptive brother or half-brother.
5. Sister — same type of inclusions as described for "Brother."
6. Father-in-Law — applies only to the father of the current legal spouse.
7. Mother-in-Law — applies only to the mother of the current legal spouse.
8. Son-in-Law.
9. Daughter-in-Law.
10. Grandparents — includes the parents of the employee's natural parents, step-parents or adoptive parents. This category also includes great-grandparents.
11. Grandchildren.

Employees are not eligible to receive this benefit if they are on layoff status or on a leave of absence without pay. However, if an employee is on a leave of absence without pay relating to an illness of a member of the employee's "immediate family" as defined in this Appendix, the employee shall be entitled to receive this benefit if such family member dies while the employee is on such leave of absence.

## APPENDIX I

### ON-THE-JOB TRAINING PROGRAM

An On-the-Job Training Program will be provided for qualified designated employees to develop special mechanical skills (all varieties of maintenance and repair work; such as, electrical, automotive, boiler room and the various categories of processing machinery) prior to the anticipated retirement of specific employees in the mechanical classifications. Mechanical positions for which training is provided under the California Canning Industry Joint Apprenticeship Program are specifically excluded from this Appendix. The training program will operate as follows:

1. Annual review (between January 1 and March 1) of mechanically skilled employees due to retire who need to be replaced will be made by all companies for each individual plant covered by this Agreement. Opportunities to enter this On-the-Job Training Program as a replacement for employees due to retire or the additional needs for an increased work force, as required by the company, will be posted for a period of ten (10) working days, and employees accepted for training by the company and the local union will become "designated trainees." Except for the ten (10) day posting period, the rules and conditions applicable to the posting of training opportunities will be the same as those applicable to the general posting of job vacancies appearing under Section IX.H. — Job Posting.

2. The following wage rates at the appropriate intervals shall apply to trainees who have demonstrated satisfactory progress.

First 400 hours	Class C level of Training	BR III
Next 600 hours	Class B level of training	BR III + 50% of difference between BR III and BR II
Next 1000 hours	Class A level of training	BR II
Next 1000 hours		BR II + 25% of difference between BR II and BR IB
Next 1000 hours		BR II+50% of dif-

	ference between BR II and BR IB
Next 1000 hours	BR II+75% of dif- ference between BR II and BR IB
End of 5000 hours	BR IB (when assigned)

3. The number of hours of training to qualify for specified vacancies shall be:
  - (a) Bracket III trainee to qualify for Bracket IB — 5000 hrs. of training.
  - (b) Bracket II trainee to qualify for Bracket IB — 4000 hrs. of training.
  - (c) Bracket III trainee to qualify for Bracket II — 1000 hrs. of training.

An untrained employee already at the Bracket II rate shall remain at the Bracket II rate for 1000 hours and then will become eligible for progression increases.

#### APPENDIX J

The substance of this Appendix was transferred to Appendix C effective July 1, 2000.

#### APPENDIX K SABBATICAL LEAVE PLAN

##### 1. General.

- a. It is agreed that a Sabbatical Leave Plan shall be part of the Collective Bargaining Agreement. The agreed upon Sabbatical Leave Plan shall be administered by a Board of Trustees composed of five (5) representatives designated by the Employer and an equal number of representatives designated by the Union. The duties and powers of the Board of Trustees shall be set forth in a Trust Agreement.
- b. Employees shall be granted Sabbatical Leave with full pay based on a program to be established by the Trustees. The current eligibility and benefits will be maintained by the companies for the life of this Agreement.
- c. Leave granted under the Plan shall be exclusive of and in

addition to regular vacations granted under Section VIII of this Collective Bargaining Agreement.

- d. Each company shall contribute an amount determined by the Trustees to the Trust Fund providing for this Plan for each and every hour worked or paid for, including all sick pay hours and those hours partially covered by State disability insurance, pursuant to this Collective Bargaining Agreement.

##### 2. Eligibility.

- a. Effective January 1, 1966, all employees who have fifteen (15) years or more of sixteen hundred (1600) hour years of seniority including the first (1st) calendar year in which they have completed sixteen hundred (1600) hours worked and commencing January 1, 1971, who have completed fourteen hundred (1400) hours worked in accordance with the provisions of this Agreement and who are on the seniority list at the time of eligibility or anytime thereafter shall have satisfied the basic eligibility requirement subject to the following:
  - (1) Employees who have satisfied the eligibility requirement as outlined in 2.a. above shall be considered as having satisfied the eligibility requirement and shall become eligible for Sabbatical Leave.
  - (2) Employees who have not acquired the basic eligibility requirement must be actively employed after satisfying the eligibility requirement as outlined in 2.a. above in order to be eligible and fully vested. To be actively employed requires the performance of work for which the employee is compensated.
  - (3) Employees on extended leaves of absence prior to the inception of a five (5) year cycle must return to work and must be actively employed before they are eligible and fully vested.
- b. Once an employee qualifies for Sabbatical Leave, that employee requalifies again every five (5) years, providing the employee maintains seniority and meets the requirements outlined in a. (3) above.
- c. In the event a fourteen hundred (1400) hour employee's job is lost because of a plant closure, as defined in Appendix L, and the employee is hired within six (6) months by another canner participating in the Sabbatical

Leave Trust, such employee shall maintain years of service with the previous company toward such employee's eligibility for benefits.

- d. Employees who complete fourteen hundred (1400) hours of work in their fifteenth (15th) year and who retire that year are eligible for the sabbatical leave benefits.

### 3. Benefits — Basic Plan.

Each eligible employee shall be granted nine (9) weeks leave during each five (5) year cycle with leave payment equal to three hundred sixty (360) hours at the employee's annual assignment rate in effect at the time the employee goes on leave.

### 4. Scheduling.

- a. The Board of Trustees shall determine the percentage of eligible employees at each plant location that can be granted leave each year of the five (5) year cycle.
- b. Consistent with operating requirements, leaves shall be scheduled in accordance with seniority preference in the same manner as vacations are presently scheduled.
- c. Leaves and vacations shall be scheduled consecutively. By mutual agreement between the Parties, leaves and vacations may be granted separately. Neither party may unreasonably withhold approval of the separation of leaves and vacations.

### 5. Conditions Applicable to the Sabbatical Leave Plan.

- a. Leave granted under the Plan shall be exclusive of and in addition to regular vacations granted under Section VIII of this Collective Bargaining Agreement.
- b. Time on leave shall be treated in the same manner as time on regular vacation. Therefore:
  - (1) The company shall maintain all fringe benefits for employees on Sabbatical Leave that normally accrue to the employees under the Collective Bargaining Agreement during active employment.
  - (2) The payments given to employees on Sabbatical Leave, whether in lump sum payment or in weekly increments shall reflect any and all obligations imposed upon companies by any City, County, State or Federal Statute.
  - (3) In addition, the payments given to the employees on

Sabbatical Leave shall reflect any and all obligations imposed upon employees by any City, County, State or Federal Statute.

- (4) All employees on leave shall accrue seniority for the full amount of hours for which they are paid while on leave.

- c. Employees on leave shall receive holiday pay if they would otherwise have been eligible but they shall not be permitted to schedule leave during layoff periods for the specific purpose of obtaining additional pay for holidays for which they would not have been eligible.
  - d. Payment for Sabbatical Leave shall be made to the employee in a lump sum or in weekly increments at the option of the employee.
  - e. All employees who meet the eligibility requirements are automatically vested. Leave payments shall be made after an employee is vested regardless of the termination reason, and payment will be made in accordance with Article VII, Section F of the Trust Agreement. In the event of termination, the payment obligation shall be fulfilled by lump sum payment at the applicable rate excluding fringe benefits, except that the foregoing shall not apply to those employees who will be granted their Sabbatical Leave(s) just prior to retirement in accordance with f. below.
  - f. An employee may only defer one five (5) year cycle of benefits prior to retirement.
  - g. If an extended layoff is scheduled, eligible employees shall be permitted to request their leave instead, providing there are sufficient contributions in the fund for those employees already scheduled for that year.
  - h. An employee on Sabbatical Leave shall not be permitted to accept employment elsewhere unless:
    - (1) The employee requests in writing prior to accepting employment elsewhere and,
    - (2) Further provided that a joint committee of the Teamsters California State Council of Cannery and Food Processing Unions, International Brotherhood of Teamsters, and the California Processors, Inc., grants permission.
- Acceptance of such employment by an employee without

meeting the conditions outlined in h. (1) and (2) above shall subject such employee to discharge.

- i. When vacations and Sabbatical Leaves are taken consecutively, the vacation portion shall be taken first by the employee.
  - j. Leaves must be taken or deferred in nine (9) week increments.
6. **Extended Vacation Plan (Sabbatical Leave).**
- a. All eligible employees who have earned a Sabbatical Leave which vested on or before January 1, 1982, but who have not taken such a leave, will have their benefit provided by the Trust. Contributions will be made to the Trust in an amount that will adequately finance these benefits. All future benefits will be provided directly by each individual employer as extended vacation under the terms and provisions described below.
  - b. Employees who elect the extended vacation plan will be granted an additional nine (9) days vacation and will be paid seventy-two (72) hours at their guaranteed annual assignment rate for each year they elect the extended vacation plan, in addition to the vacation schedule as provided in Section VIII.
  - c. For employees who have earned a Sabbatical Leave which vested on or prior to January 1, 1982, the modified vacation schedule described in Paragraph b. above will become effective for such employees beginning five (5) years after they become eligible for the Sabbatical Leave Benefit either on a first time basis or a subsequent five (5) year cycle.
  - d. Employees whose Sabbatical Leave has been converted to modified vacation will receive upon termination the unused portion of their modified vacation benefit attributable to the conversion from Sabbatical Leave, providing the employee would have been vested under the Sabbatical Leave program. The maximum payment will be nine (9) weeks.

Example — If an employee is terminated who has converted to a modified vacation schedule after twenty-one (21) years of service, he would receive seven (7) weeks and one (1) day vacation pay at the time of termination (nine (9) weeks minus one (1) week and four (4) days).

- e. If an employee elects to exercise an option to take all nine (9) weeks of the converted Sabbatical Leave, the employee shall notify the company of this election within sixty (60) days after January 1 of any year subsequent to the year in which an employee completes 15, 20, 25, 30 year's, etc. worked. Such notification shall be made utilizing forms furnished by the company. Once such election is made it shall be irrevocable during each five (5) year period. Any employee who selects this option shall be scheduled to take the nine (9) weeks off within the subsequent five (5) year period. Determination of when the nine (9) weeks shall be taken shall be made based upon the scheduling policy currently utilized by the Sabbatical Leave Trust.

The Trustees of the Sabbatical Leave Trust will continue to serve as Trustees and in addition will serve in the capacity of an advisory body for the express purpose of insuring an orderly and continuous transition from the Trust Fund to the modified vacation plan.

#### APPENDIX L SEVERANCE PAY

- 1. For purposes of this Agreement, severance pay as provided in this paragraph shall be payable to a qualified employee who is permanently laid off as a result of an entire plant closing or in the event the company permanently closes a processing or warehouse unit (as opposed to the partial discontinuance of an operation or the discontinuance of processing a particular product(s)). To be eligible for the severance benefit set forth below, an employee must be employed at the time of the closing and will not qualify for such benefit if the employee resigns, is discharged for cause before the employee is laid off, or accepts a transfer to another plant of the same company outside the local union's jurisdiction but within the jurisdiction of the Union.
- 2. Employees who qualify for severance pay as described above who have one (1) or more years of fourteen hundred (1400) hour status will be given a severance allowance of one (1) week pay at their regular straight-time rate for each full year of fourteen hundred (1400) hour status. Severance pay will not be granted if the company offers an employee a transfer

to another of its plants within the same local union's jurisdiction covered by the Collective Bargaining Agreement; however, if an employee accepts such a transfer, such employee shall retain years of service credit earned at the prior plant for purposes of this Section.

Furthermore, severance pay will not be granted if the company offers and an employee accepts a transfer to another of its plants outside the same local union's jurisdiction but within the jurisdiction of the Union covered by the Collective Bargaining Agreement; however, if an employee accepts such a transfer, such employee shall retain years of service credit including fringe benefit credit earned at the prior plant for purposes of this Section. Any employee who is laid off as a result of a plant closing will lose seniority except as otherwise provided under Section IX, Paragraph M. 6. It is also understood that such employee does not qualify under the provisions of Paragraph N. of said Section.

#### **AFFILIATED LOCALS AND DESIGNATED PLANTS**

The following locals, members of the Teamsters California State Council of Cannery and Food Processing Unions, are covered by the Collective Bargaining Agreement entered into on June 22, 2000, by and between California Processors, Inc., and the Teamsters California State Council of Cannery and Food Processing Unions, International Brotherhood of Teamsters:

<b>Local</b>	<b>Location</b>
I. Cannery Workers, Food Processors, Drivers and Helpers Union No. 746	Kingsburg
II. Cannery Warehousemen, Food Processors, Drivers and Helpers Union No. 748	Modesto
III. Cannery Workers and Warehousemen Union No. 857	Sacramento
IV. General Teamsters, Packers, Food Processors and Warehousemen Union No. 912	Watsonville

#### **V. Cannery Warehousemen, Food Processors, Drivers and Helpers Union No. 601 Stockton**

The following companies for the plants designated are covered by the Collective Bargaining Agreement entered into on June 22, 2000, by and between California Processors, Inc. and the Teamsters California State Council of Cannery and Food Processing Unions, International Brotherhood of Teamsters.

<b>Company</b>	<b>Plant Location</b>	<b>Local Union</b>
Del Monte Corporation		
Plant No. 1	Modesto	#748
Plant No. 25	Kingsburg	#746
Plant No. 33	Stockton	#601
Plant No. 222	Stockton	#601
Plant No. 477	Hughson	#748
Escalon Premier Brands, Inc. (Acquired by Heinz U.S.A.)	Escalon	#601
H.J. Heinz Company Stockton Plant	Stockton	#601
Lipton		
Merced Plant	Merced	#748
Stockton Plant	Stockton	#601
Pacific Coast Producers		
Plant No. 6	Oroville	#857
Plant No. 9	Lodi	#601
Stanislaus Food Products Company	Modesto	#748
Tri Valley Growers		
Plant No. 1 (D.C.)	Modesto	#748
Plant No. 1	Modesto	#748
Plant No. 4	Stockton	#601
Plant No. 5	Los Banos	#748
Plant No. 7	Modesto	#748
Plant G	Gridley	#857

Plant R  
Plant T  
Plant W

Modesto #748  
Thornton #601  
Modesto #748

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## SPECIAL ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT

### PREAMBLE

The parties to the Collective Bargaining Agreement have a mutual interest in encouraging employers to bring additional work to existing or new facilities through the introduction of products not currently manufactured, processed or packaged at such facilities. In this regard, the parties have entered into an experimental agreement as an addendum to the Collective Bargaining Agreement. The term of this experimental agreement shall be consistent with that of the Collective Bargaining Agreement. The purpose of the agreement is to:

1. Stimulate new capital investment in plant expansion, new equipment and new products.
2. Encourage bringing work from outside the jurisdiction of the Northern California Cannery industry into plants covered by the Collective Bargaining Agreement.
3. Encourage the creation of jobs in the plants of companies covered under the Collective Bargaining Agreement.
4. Encourage the stabilization of the industry by broadening its base of work activity to establish new product.

In view of the fact that this addendum establishes an entirely new concept for the industry, it is agreed and understood that it is an experimental agreement under which both parties will operate in good faith, directed toward achieving the established objectives.

### Definition of New Work

For the purpose of this agreement, new work shall be defined as Bracket IV and V work as described below which is performed on any products new to the plant which have not been manufactured or processed at the plant or at any of the facilities covered under the Collective Bargaining Agreement by any member company of the employer during the three (3) year period prior to July 1, 1982. A product will be considered "new work" for a period of twelve (12) months from the commencement of the new product operation.

### Applicable Wage Rate

Wage rates for work performed on new work as described above will be \$7.97/hour for Bracket V and \$8.59/hour for Bracket IV. Such rates will be applicable to all Bracket IV and V work in the processing, canning, packaging and related work, but shall not

be applicable to warehousing, shipping and related Bracket IV and V work or to any work on such products other than that in Bracket IV or V which shall be paid for at applicable contract rates. The wage rates for Bracket IV and V as provided herein for new work shall be adjusted by the same cent per hour increases as are made applicable to Bracket IV and V contract rates effective July 1, 2001 and July 1, 2002.

#### **Special Conditions**

It is agreed that employees will have the right annually to bid on transfers to such work under procedures established by the committee provided for in the following paragraph. It is further agreed that guaranteed annual assignment rates will not be applicable to such new work assignments, but hours worked at such rates will be counted for purposes of maintaining guaranteed annual assignments as provided under procedures established by said committee.

A committee of six (6) (three (3) appointed by the Union and three (3) appointed by the Employer) shall be formed to develop procedures and to assist the parties in the implementation of the provisions of this special addendum. A representative of the company introducing the new product and a representative of any effected union shall also participate in any discussions involving such product. The company introducing a new product shall notify the Union, the Employer and the effected Union at least ninety (90) days in advance of the commencement of processing such product and provide particulars regarding the product, the length of the processing season and other such relevant information. By mutual agreement between the parties, the period of notification may be less than ninety (90) days. The committee shall meet promptly thereafter to discuss implementation of the processing of the new product. Issues which cannot be resolved by the committee shall be reduced to writing and submitted for settlement under the arbitration provisions of the Collective Bargaining Agreement. The committee shall be established effective July 1, 1982 and the application of the special rates provided hereunder shall become effective January 1, 1983.

#### **Definitions**

**Current Products** — Current Products are those that have been processed at any time, in any plant covered by the collective bargaining contract since July 1, 1979. This definition is applicable to new methods used to process a current product, to any new ingredi-

ent added or substituted for a current ingredient in a current product, to any new product (as defined below) added to or mixed with a current product, to any mixture of current products and to any change made in the form, shape or color of a current product.

**New Products** — New Products are products such as, but not limited to, raspberries, rice, health foods in dry form that have not been processed at any time in any plant covered by the collective bargaining contract since July 1, 1979.